

# Agenda Item Form

Agenda Date: 3/30/04

AP1

Districts Affected: City-wide

Dept. Head/Contact Information: Roy Gilyard, MPO Director, 591-9735

2004 APR 26 PM 1 37

## Type of Agenda Item:

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution            | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements       | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use     | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements            | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input type="checkbox"/> Other _____                      |   |  |

## Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☐ Other Source: N/A

## Legal:

- ☒ Legal Review Required      Attorney Assigned (please scroll down): Kevin Elkins ☒ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

It is recommended that Mayor and Council approve an Interlocal Agreement between the City of El Paso acting in its capacity as the Metropolitan Planning Organization and the New Mexico State University for a total contract amount not to exceed \$64,889.00. NMSU will conduct Network Development and Integration Activities for the El Paso MPO 2030 Travel Demand and Land Use Models.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

N/A

Statutory or Citizen Concerns:

N/A

Departmental Concerns:

N/A

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Agreement by and between THE CITY OF EL PASO, a municipal corporation situated in El Paso County, Texas, in its capacity as the designated Metropolitan Planning Organization for the El Paso Urban Transportation Study Area, hereinafter referred to as "CITY, and THE REGENTS OF NEW MEXICO STATE UNIVERSITY, hereinafter referred to as "NMSU", wherein NMSU will conduct Network Development and Integration Activities for the El Paso Metropolitan Planning Organization 2030 Travel Demand and Land Use Models.

**ADOPTED this 30th day of March, 2004.**

CITY OF EL PASO:

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kevin D. Elkins  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Roy Gilyard, Executive Director  
Metropolitan Planning Organization

STATE OF TEXAS           §  
                                  §       **INTERLOCAL AGREEMENT**  
COUNTY OF EL PASO   §

This Agreement entered into this \_\_\_\_ day of **March, 2004**, by and between THE CITY OF EL PASO, a municipal corporation situated in El Paso County, Texas, in its capacity as the designated Metropolitan Planning Organization for the El Paso Urban Transportation Study Area, hereinafter referred to as "CITY," pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Government Code, and THE REGENTS OF NEW MEXICO STATE UNIVERSITY, hereinafter referred to as "NMSU".

**WITNESSETH**

NOW, THEREFORE, the CITY and NMSU for the consideration herein set forth agree as follows:

1.     SCOPE OF SERVICES

NMSU agrees to provide support to the CITY's Metropolitan Planning Organization ("MPO") as set forth in Exhibit "A" and made a part hereof for all purposes.

2.     TERM

This Agreement becomes effective when fully executed by all parties hereto or on the date heretofore above recited, whichever occurs later, and shall terminate upon the MPO's final approval of work completed by NMSU, unless otherwise terminated or modified as hereinafter provided.

3.     COMPENSATION AND METHOD OF PAYMENT

The cost of the activities shall not exceed SIXTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY-NINE AND NO/100 DOLLARS (\$64,889.00). The parties acknowledge that compensation for services provided hereunder shall be in accordance with the schedule of Estimated Costs set forth in Attachment "B" and made a part hereof for all purposes. Partial billings may be made by NMSU for work in progress. NMSU agrees that at no time shall it make a claim against the City for more than the rate provided under the terms of this Agreement.

Payment will be made to NMSU within thirty (30) days following submittal of invoices to the City.

4. CERTIFICATION

The CITY and NMSU hereby certify that the services to be provided by NMSU are necessary and essential activities that are properly within the statutory functions and programs of the respective state and local entities.

5. INDEPENDENT CONTRACTOR

Nothing contained herein shall be construed as creating the relationship of employer and employee between the CITY and NMSU.

6. ASSIGNMENT

The services to be provided under this Agreement are personal to NMSU and cannot be assigned or delegated without the prior written consent of the CITY.

7. TERMINATION

A. Either party may terminate this Agreement if the other is in default upon five (5) days written notice to the other party. The CITY or NMSU may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

B. Termination shall be without prejudice to any obligation by one party to the other, which shall have accrued and owed prior thereto.

C. Upon termination, NMSU shall deliver to the CITY all drawings, plans, records, and other materials, which are currently in NMSU's possession, if demanded by CITY.

8. NOTICES

All notices, communications and reports under this Agreement shall be hand delivered or mailed, certified, return receipt requested, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing by the other party:

CITY: Executive Director  
Metropolitan Planning Organization  
10767 Gateway Blvd. West, Suite 605  
El Paso, Texas 79935

NMSU: Richard Hills, Ph.D.  
New Mexico State University  
Office of Grants & Contracts  
Box 30001, MSC OGC  
Las Cruces, New Mexico 88003

9. WAIVER

Action or inaction by either party regarding any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

10. DISCRIMINATION

A. Discrimination Prohibited: No person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any programs or activity funded in whole or in part with funds made available to NMSU pursuant to the terms of this Agreement, or any written amendment hereto.

B. Specific Discriminatory Actions prohibited: NMSU may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, creed, color, sex national origin, age or disability, or having the effect of defeating or substantially impairing accomplishment of the objectives of the programs funded pursuant to this Agreement or any written amendment hereto with respect to individuals of a particular race, color, national origin, creed, sex, age or disability.

11. NO VERBAL AGREEMENT

This Agreement contains all commitments and agreements of the parties hereto, and no verbal or written commitment shall have any force or effect if not contained herein.

12. VENUE

The parties hereto agree that this Agreement shall be enforceable in federal court, and if legal action is necessary to enforce it, exclusive venue shall lie in El Paso County, Texas.

13. CONTRACT INTERPRETATION

In interpreting the various provisions of this Agreement in a court of law, any court having jurisdiction shall apply all applicable federal law to interpret the terms and provisions in this Agreement.

14. SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, of each provision which is found to be illegal, invalid or unenforceable, there will be added as part of this Agreement a provision which preserves the intention of the unenforceable provision, but which complies with the law.

15. CAPTIONS

These captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in the City of El Paso on the date and year first above written.

THE CITY OF EL PASO, in its capacity as  
METROPOLITAN PLANNING ORGANIZATION

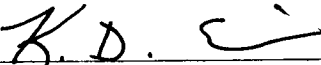
ATTEST:

\_\_\_\_\_  
Joe Wardy  
Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

*(Signatures continue on the following page)*

APPROVED AS TO FORM:



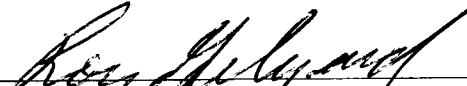
Kevin D. Elkins  
Assistant City Attorney

APPROVED AS TO CONTENT:



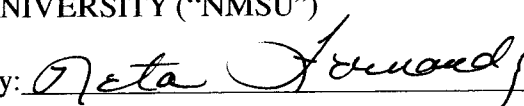
Patricia D. Adauto, Deputy CAO  
Building and Planning Services

APPROVED AS TO CONTENT:



Roy Gilyard, Executive Director  
Metropolitan Planning Organization (MPO)

THE REGENTS OF NEW MEXICO STATE  
UNIVERSITY ("NMSU")

By:  3/11/04  
Richard Hills, President  
Interim Vice Provost for Research

For

# **ATTACHMENT “A”**

## **PROPOSAL**

Network Development and Integration Activities for the  
El Paso Metropolitan Planning Organization 2030  
Travel Demand and Land Use Models

Prepared for:

El Paso Metropolitan Planning Organization  
10767 Gateway Blvd. West  
Suite 605  
El Paso, Texas 79935

Prepared by:

Robert J. Czerniak, Ph.D.  
Professor  
New Mexico State University  
Department of Geography  
P.O. Box MAP  
Las Cruces, NM 88003  
Voice (505) 646-2815  
Fax (505) 646-7430  
rczernia@nmsu.edu



**Network Development and Integration Activities for the  
El Paso Metropolitan Planning Organization 2030  
Travel Demand and Land Use Models**

**PROBLEM**

The El Paso Metropolitan Planning Organization (MPO) is undertaking a series of steps to improve its travel demand model, as well as to integrate the travel demand behavior of Ciudad Juarez, Chihuahua and Dona Ana County up to the northern limits of the Las Cruces, New Mexico MPO into a regional travel demand model. In addition the MPO is also developing a raster land use model as a precursor to the travel demand model to better understand the land use dynamics of its region. In order to accomplish this significant change of direction in its overall modeling program, a series of preliminary steps must be accomplished. It must develop a raster land use data set of current land use in the El Paso metropolitan area. It must obtain the transportation model of Las Cruces and Ciudad Juarez and build input/output links to them. The MPO must add the new zone structure of S. Dona Ana County to its existing model. These steps must be taken for the model years 2015, 2025 and 2030. In addition the census block map must be rectified (including S. Dona Ana County) to fit the existing travel demand model network map file. All of this work must be accomplished for arterials roadway and higher in the functional classification, and centroid connectors.

**TASKS**

New Mexico State University, Department of Geography working in cooperation with MPO staff will undertake the following tasks to address the concerns and issues facing the El Paso MPO.

1. Extend the El Paso TDM model to include the new network zone structure. This will include developing the extended model network for an area to begin at the existing TDM network boundary at Sunland Park, west to Domenici Highway (including the Santa Teresa Industrial Park and Border crossing), north to Berino, Anthony, NM Highway 54, east to Chaparral (to include the entire community of Chaparral as defined from recent aerial photography or satellite imagery), south to the existing border of the MPO TDM network boundary.
2. Integrate the existing El Paso TDM with models from Ciudad Juarez, Chihuahua and Dona Ana County up to the northern limits of the Las Cruces, New Mexico MPO into a unified model.
3. Assist the MPO in its development of the Urban Sim land use model. Through the use of GIS (digital elevation models) and satellite imagery, NMSU will identify vacant and developable/un-developable land. NMSU will also specify commercial and industrial land use through the use of satellite imagery and high-resolution aerial photography from the Public Service Board. NMSU will work with the MPO to verify residential land use types from assessor data.
4. NMSU will rectify census block data for the extended boundaries of the MPO model with other existing GIS data layers.

## **DELIVERABLES**

NMSU will provide the MPO on CD-ROM the following deliverables:

1. Extended network structure
2. Integrated network for El Paso, Las Cruces and Ciudad Juarez
3. Land use grid for El Paso with specified land uses in the land use database
4. Rectified census block map with data for the extended El Paso network structure

## **TIMEFRAME**

To complete the entire project will require one year. Specific deadlines for the four tasks will be negotiated between the university and MPO staff.

## ATTACHMENT "B"

### EL PASO MPO NETWORK DEVELOPMENT BUDGET 2003-2004

#### PERSONNEL

Quality control, final edits, liaison to El Paso MPO	\$2,500
GIS and database coordinator @ \$700/month x 3 months	\$8,400
GIS Analyst, graduate student level 1 for 12 months	\$15,000
Attribute labeling @ \$8/hr x 450 hrs	<u>\$3,600</u>
Total Personnel Costs	\$29,500

#### FRINGE BENEFITS

Staff Salaries @ 28%	\$3,051
Student Salaries @ 0%	<u>\$0</u>
Total Fringe Benefits	\$3,051

#### OTHER

Computer Processing Fee	\$5,275
Travel	\$1,000
Purchase of Satellite Imagery	<u>\$10,000</u>

**DIRECT SUBTOTAL** **\$48,826**

**INDIRECT TOTAL @ 32.9%** **\$16,063**

**PROJECT TOTAL** **\$64,889**

**Note: NMSU will purchase Satellite Imagery after specific approval from the MPO Office.**